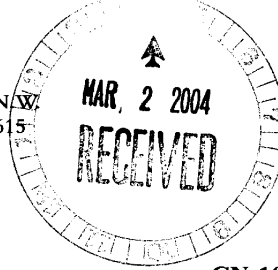


HARKINS CUNNINGHAM LLP

Attorneys at Law

Paul A. Cunningham
202.973.7601
pac@harkinscunningham.com

Suite 600
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2615
Telephone 202.973.7600
Facsimile 202.973.7610



CN-10
PUBLIC VERSION

March 2, 2004

ENTERED
Office of Proceedings

MAR 02 2004

Part of
Public Record

BY HAND

Mr. Vernon A. Williams, Secretary
Surface Transportation Board
Office of the Secretary
1925 K Street, N.W.
Washington, DC 20423-0001

**Re: Canadian National Railway Company, et al. – Control – Duluth,
Missabe and Iron Range Railway Company, et al. (STB Finance
Docket No. 34424)**

Dear Mr. Williams:

Applicants Canadian National Railway Company and Grand Trunk Corporation (together, “CN”) filed Applicants’ Rebuttal (designated as CN-7) in this proceeding. CN wishes to inform the Board and all parties of the following errata, which it has discovered since the filing of the Rebuttal:

page 6, line 14: change “transaction” to “Transaction”

page 10, line 4: insert a period after “Condition” and before the closing parenthesis

page 10, line 23: change “build” to “built”

page 12, line 5: change “CN/IC” to “CN/IC”

page 13, line 13: insert the following footnote, which was inadvertently omitted, after the sentence ending with “from other railroads”:

PHILADELPHIA
2800 One Commerce Square
2005 Market Street
Philadelphia, PA 19103-7042
215.851.6700

NEW YORK
One Penn Plaza
25th Floor
New York, NY 10119-2532
212.329.1750

H A R K I N S C U N N I N G H A M L L P

Attorneys at Law

Mr. Vernon A. Williams, Secretary
March 2, 2004
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In fact, when USS entered the 2000 Reorganization Agreement with Transtar, Inc., providing for USS's divestiture of its minority interest in DMIR, it agreed that for a five-year period after the divestiture, it would not oppose the sale of DMIR to any subsequent purchaser other than BNSF. *See* Reorganization and Exchange Agreement among Transtar, Inc., Transtar Holdings, L.P., and USX Corporation, sec. 5.2 (Oct. 4, 2000) (Exhibit 99.1 to Form 8-K filed by Transtar Holdings, L.P., and Transtar Capital Corporation with Securities and Exchange Commission, Oct. 4, 2000) (Exhibit D hereto). It may be inferred from this that if USS believed any railroad had a build-in option that provided competitive restraint on DMIR, it was BNSF, not CN.

page 15, note 17: change "Exhibit C hereto" to "Trackage Rights Agreement by and between DMIR and DWP, section 1.D (Exhibit E hereto)"

page. 19, line 12: delete quotation marks around "assured"

page 20, note 20 (carried over from page 19), line 1: replace "restrictions" with "Restrictions"

page 20, note 20 (carried over from page 19), line 2: replace "to to" with "to"

page 20, note 20 (carried over from page 19), line 7: insert comma after "below"

page 20, note 20 (carried over from page 19), line 8: replace "restrictions" with "Restrictions"

page 21, line 5: insert a period at the end of the line

page 21, note 22, line 9: replace "such such" with "such"

page 22, line 19: replace "restrictions" with "Restrictions"

page 22, line 24: replace "restrictions" with "Restrictions"

page 22, note 24, line 5: change "never had" to "never have"

page 24, line 18: change "CN/WC" to "CN/WC"

page 25, line 15: delete second period at end of line

HARKINS CUNNINGHAM LLP

Attorneys at Law

Mr. Vernon A. Williams, Secretary
March 2, 2004
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page 26, line 7: change "supplemental verified Statement" to "Supplemental Verified Statement"

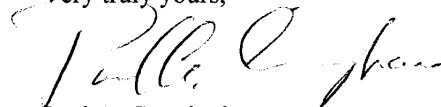
page 28, line 7: change "CN" to "Ispat"

page 28, line 10: change "has" to "had"

page 28, line 11: change "Escanaba" to "Escanaba by the start of the 2004 season"

In addition, Exhibit C, which was omitted from CN-7 as filed, is attached hereto. Part of that Exhibit (section 4 of the Amendment of Transportation Service Agreement dated March 23, 2001) is being filed under seal and is therefore redacted from the public version of this letter.

Very truly yours,



Paul A. Cunningham

cc: All Parties of Record

Exhibit C

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934 (Fee Required)

For the fiscal year ended December 31, 1998

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934 (No Fee Required)

For the transition period from _____ to _____

Commission File Number 033-73270
Commission File Number 033-73270-1

TRANSTAR HOLDINGS, L.P.
TRANSTAR CAPITAL CORPORATION
(Exact name of registrant as specified in its charter)

DELAWARE 13-3486874
DELAWARE 13-3745313
(State or other jurisdiction (I.R.S. Employer Identification No.)
of incorporation or organization)

345 PARK AVENUE
NEW YORK, NEW YORK 10154
(Address and zip code of principal executive offices)

(212) 935-2626
(Registrant's telephone number, including area code)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT: NONE
SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: NONE

Indicate by check mark whether the registrant (1) has filed all reports
required to be filed by Section 13 or 15(d) of the Securities Exchange Act of
1934 during the preceding 12 months (or for such shorter period that the
registrant was required to file such reports), and (2) has been subject to such
filing requirements for the past 90 days.

Yes X No

Indicate by check mark if disclosure of delinquent filers pursuant to
Item 405 of Regulation S-K is not contained herein, and will not be contained,
in the best of registrant's knowledge, in definitive proxy or information
statements incorporated by reference in Part III of this Form 10-K or any
amendment to this Form 10-K. ☒

<DOCUMENT>
<TYPE>EX-10.5.1
<SEQUENCE>2
<DESCRIPTION>TRANS. SERV. AGREE. JULY 1, 1998
<TEXT>

<PAGE> 1

EXHIBIT 10.5.1

TRANSPORTATION SERVICES AGREEMENT

DATED JULY 1, 1998

BY AND BETWEEN

USX CORPORATION - U. S. STEEL GROUP

AND

TRANSTAR, INC.

<PAGE> 2

TRANSPORTATION SERVICES AGREEMENT
BETWEEN USX CORPORATION - U. S. STEEL GROUP
AND
TRANSTAR, INC.
INDEX

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Section
Page

Title

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SCOPE

2. TERM. This Agreement shall become effective on July 1, 1998 and shall remain in effect through December 31, 2004 ("Initial Term"). At the end of the Initial Term of this Agreement or at the end of the Additional Term established in Section 3 herein, if any of the services previously performed by any Transtar Unit pursuant to this Agreement are subject to competitive bidding, the Transtar Unit shall be offered an opportunity to participate in any competitive bidding for such services.

3. ADDITIONAL TERM. Following the expiration of the Initial Term of this Agreement, all of its terms and/or conditions, insofar as they apply to the service referenced in Sections 6(a) and 7(a), and insofar as they apply to service referenced in Sections 6(c) and 7(c) which is provided on track owned by a Transtar Unit, shall continue to apply to the Union, McKeesport, EJ&E, DMIR and Birmingham Southern (hereinafter "Sole Service Carriers"). If during the Additional Term, a non-Transtar rail carrier obtains access to the USS Mon Valley Works, USS Clairton Works, Gary Works, Minntac, the Camp-Hill Corporation facility, or Fairfield Works (hereinafter "USS Facilities"), USS shall have the option of canceling this Agreement, in whole or in part, insofar as it applies to the service referenced in Sections 6(a), 6(c), 7(a) and 7(c) herein which is provided by the Sole

Service Carrier at the facility so accessed. If during the Additional Term, USS purchases or otherwise obtains railroad track from a Transtar Unit on which service referenced in Sections 6(c) and 7(c) is provided, then USS shall have the option of canceling this Agreement, in whole or in part, insofar as it applies to the service provided on such track.

During the Initial Term or the Additional Term, USS shall not take any action which would in any way, either directly or indirectly, encourage any non-Transtar rail carrier to attempt to obtain access to any of the USS Facilities or which would in any way assist and/or support any such rail carrier in any efforts to obtain such access; provided, however, that, during the Additional Term, USS may request non-binding mediation pursuant to Section 15 and/or request that an arbitrator, pursuant to the provisions set forth in Section 16 herein, determine whether it is reasonable and equitable for USS to seek competitive access, under the facts, circumstances and the regulatory and competitive conditions in effect at that time, at the USS Facility where USS seeks competitive access.

4. INTENT OF AGREEMENT. The parties hereto intend that they shall mutually benefit from the rates, terms, conditions and provisions of this Agreement and that no party shall be either unreasonably enriched or unreasonably harmed by any

AMENDMENT
OF
TRANSPORTATION SERVICES AGREEMENT

[REDACTED]

[REDACTED]